

## **EXHIBIT A**



ANACOMP®

## MASTER AGREEMENT FOR DATA IMAGING SERVICES

This Master Agreement for Data Imaging Services ("Agreement") is by and between Anacomp, Inc., an Indiana corporation with its principal place of business at 12365 Crosthwaite Circle, Poway, California 92064, ("Anacomp") and the following "Customer."

		200088	REFERENCE NUMBER
CUSTOMER	FAHNESTOCK & COMPANY		
ADDRESS	125 BROAD STREET		
CITY	NEW YORK	STATE	NY ZIP 10004 STATE OF INCORP.

**1. SERVICES.** Anacomp agrees to provide to Customer, and Customer agrees to purchase exclusively from Anacomp, the data imaging services set forth on the Services Schedule(s) attached hereto ("Schedule") (collectively, the "Services"). Each Schedule executed by the parties under this Agreement incorporates all of the terms and conditions of this Agreement. Customer acknowledges that this is a requirements contract, and that Customer may not perform any of the Services itself or purchase any such Services from others during the term of this Agreement.

**2. TERM.** The Initial Term of this Agreement shall be for the period of time as set forth on the Schedule, and this Agreement will be automatically renewed for successive like terms unless written notice of termination is given by either party to the other prior to the end of the Term, as the case may be, with termination effective at the end of ninety (90) days. Any additions or changes to Services to which Anacomp agrees shall be contained in a writing signed by both parties.

**3. CHARGES FOR SERVICES.** Charges for Services will be those specified on the Schedule. Invoices to Customer shall be sent to the address specified above. Invoices for Services and other charges are due and payable upon receipt. For any invoices not paid within thirty (30) days of the invoice date, Anacomp may charge Customer interest at the rate of three-quarter percent (3/4%) per month from the invoice date. Anacomp may change the prices set forth in this Agreement at any time after the initial term upon thirty (30) days advance written notice to Customer. Customer is responsible for and shall pay all federal, state and local taxes (including, but not limited to, all excise, sales and use taxes) based upon or arising out of the Services.

**4. PICK-UP AND DELIVERY.** Customer may contract with Anacomp to pick-up and deliver source materials and output media according to terms mutually agreed upon by the parties. However, Anacomp shall not be required to make any pick-up or delivery unless an agent of Customer is present and available to provide requested assistance during the pick-up or delivery. Anacomp shall have the right to reject any pick-up of source materials improperly packed by Customer unless Customer agrees to pay Anacomp for such services.

**5. MEDIA.** If Customer furnishes source materials on magnetic tapes, or other input media, to Anacomp, in a condition which is unsatisfactory for processing, or which contain incorrect data or information, then Customer shall be required to pay for any costs incurred by Anacomp to remedy the unsatisfactory condition.

**6. CONFIDENTIALITY.** Anacomp will utilize commercially reasonable efforts in safeguarding Customer's information and data. Anacomp agrees not to divulge or disclose to third parties, or make any use whatsoever, of Customer's information and data provided to Anacomp unless required by law. Anacomp shall be liable to Customer for a negligent or willful breach of the foregoing obligation.

**7. TRANSFER OF SERVICES.** If the data processing operations of Customer are transferred to a different location, this Agreement shall remain in effect if Anacomp determines in its sole discretion that it is able to provide the same or comparable levels of Services at such locations as are provided hereunder. Customer shall give Anacomp sixty (60) days advance written notice of its intent to transfer its operations to another location. Anacomp shall then have thirty (30) days to inform Customer whether it is able to continue providing the Services at the new location.

**8. INDEMNIFICATION.** Customer represents and warrants that it lawfully possesses all source material and has the authority to reproduce such material in accordance with this Agreement. Customer agrees to defend, indemnify and hold harmless Anacomp from and against any and all claims, actions, suits, liabilities, losses, damages, costs, charges, penalties, attorneys' fees, and other expenses of any nature (including, without limitation, settlement costs) incurred by Anacomp that arise out of, are connected with or result from a breach of Customer's foregoing representation and warranty.

**9. DEFAULT.** If either party is in material default under this Agreement and such default continues for thirty (30) days after written notice thereof by the other party, then this Agreement may thereupon be terminated by such other party; provided, however, that if Customer fails to pay any amount promptly when due, Anacomp (in addition to any other rights it may have under this Agreement, by law or otherwise) may at its election and without notice: (i) terminate this Agreement; (ii) suspend performance of this Agreement until the invoice is paid; and/or (iii) declare any unpaid balances immediately due. In addition, Customer shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by Anacomp to enforce collection of any moneys due under this Agreement. In the event of any default by Customer, the parties agree that the minimum monthly charge, if any, stated on the Schedule shall not be used as a measure of damages.

**10. LIMITED WARRANTY.** Anacomp shall exercise the same level of professional care commonly found in the data imaging business in carrying out the terms of this Agreement. Customer's sole and exclusive remedy for any breach of the foregoing limited warranty will be, at Anacomp's option: (i) the repair or replacement of the defective output media by re-executing Anacomp's imaging process (if possible); or (ii) the refund of any charges paid by Customer for the Services affected by such breach. In addition, if any magnetic computer tapes or other source materials furnished by Customer to Anacomp are damaged due to Anacomp's equipment or process, then Anacomp's sole obligation shall be to repair or replace the affected physical media at its own expense and Anacomp shall not be liable for the loss of any data and information thereon. Further, Anacomp shall not be responsible or liable in any manner for errors in data or information furnished by Customer as part of the source materials, and if Anacomp's imaging process creates errors in data or information, then Customer's sole and exclusive remedy shall be those set

sorth in items (i) and (ii) above. No claim will be allowed under the foregoing warranty unless Customer promptly notifies Anacomp of such claim in writing within thirty (30) days after its receipt of the output media. THE FOREGOING LIMITED WARRANTY IS ANACOMP'S SOLE WARRANTY FOR ANY SERVICES AND/OR PRODUCTS PROVIDED HEREUNDER OR ARISING OUT OF THIS AGREEMENT, AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY FULLY DISCLAIMED.

**11. LIMITATION OF LIABILITY.** EXCEPT FOR ANACOMP'S NEGLIGENCE OR WILLFUL MISCONDUCT HEREUNDER, THE MAXIMUM AGGREGATE LIABILITY OF ANACOMP, ITS PARENT AND SUBSIDIARIES AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, FOR ANY DAMAGES, LOSSES OR INJURIES TO THE CUSTOMER, OR THOSE CLAIMING BY OR THROUGH CUSTOMER, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID OR PAYABLE BY CUSTOMER TO ANACOMP FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. ANACOMP, ITS PARENT AND SUBSIDIARIES AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY COSTS OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE, NONPERFORMANCE OR BREACH OF THIS AGREEMENT, OR ARISING OUT OF THE DAMAGE OR DESTRUCTION OF ANY INFORMATION OR DATA CONTAINED IN ANY SOURCE MATERIAL PROVIDED BY CUSTOMER OR OUTPUT MEDIA CREATED BY ANACOMP, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR THE COST OF RECREATING ANY SUCH INFORMATION OR DATA, EVEN WHEN ANACOMP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE, EVEN WHEN OTHER REMEDIES ARE IMPOSSIBLE, INEFFECTIVE, OR FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION WILL NOT APPLY IN CASE OF PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE ONLY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

**12. SOFTWARE.** For purposes of this Agreement, "Software" shall mean all computer software and updates, enhancements and derivative works of such software which are provided to Customer hereunder. Anacomp hereby grants Customer a nonexclusive, nontransferable and nonassignable license, without right of sublicense, to use the Software in machine-readable form. Customer shall not copy, modify, reverse engineer, decompile or disassemble any Software, nor shall Customer allow anyone else to do so. All right, title and interest in the Software, including all inventions, patents, copyrights, trade secrets and other intellectual property rights in the Software (collectively "Confidential Information"), are and shall remain with Anacomp. Customer agrees to (and ensure that its employees, agents and independent contractors) hold the Confidential Information in strict confidence and not disclose the Confidential Information to third parties without Anacomp's prior written consent.

**13. GENERAL.** Anacomp may act in reliance upon any instruction, instrument, or signature believed to be genuine and may assume that any employee of Customer giving any written notice, request, advice or instruction in connection with or relating to this Agreement has apparent authority and has been duly authorized to do so, until Anacomp receives written instructions from Customer indicating otherwise. Anacomp is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond Anacomp's reasonable control. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State in which the majority of the Services hereunder will be performed. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all previous communications, representations, understanding and agreements, oral or written. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. If Customer issues a purchase order, invoice or other instrument relating to the Services provided herein, then such purchase order, invoice or instrument shall be for Customer's internal purposes only, and any terms and conditions contained thereon, printed or written, shall not vary, add to or supersede the terms and conditions of this Agreement. All notices given hereunder shall be in writing and shall be sent by regular mail to the parties at the addresses herein or at such other addresses of which either party may give notice. Anacomp may subcontract the performance of some or all of the Services to a third party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by Customer without the prior written consent of Anacomp, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

ANACOMP, INC.

By: Bryan Craven  
 Name: Bryan Craven  
 Title: VP Sales  
 Date: 12-6-00  
 Address: 3728 Phillips Hwy #49  
Jax, FL 32207

FAHNESTOCK & COMPANY ("CUSTOMER")

By: Robert F. Lowney Jr.  
 Name: Robert F. Lowney Jr.  
 Title: Technology, Other  
 Date: 12-4-00  
 Address: 125 Broad St.  
NY NY 10004



**CD-ROM SERVICES SCHEDULE  
TO MASTER AGREEMENT FOR DATA IMAGING SERVICES**

This CD-ROM Services Schedule ("Schedule") to Master Agreement for Data Imaging Services dated December 4, 2000 ("Agreement") is entered into by and between Anacomp, Inc. ("Anacomp") and Fahnestock & Company ("Customer"). This Schedule incorporates the terms and conditions of the Agreement. Any terms used below which are defined in the Agreement shall have their respective meanings set forth in the Agreement. The parties agree that in the event of a conflict between the Agreement and this Schedule, the terms and conditions in this Schedule shall prevail. All other terms and conditions shall remain the same.

1. **TERM.** The Initial Term shall be for 1 (one) year(s) beginning January 1, 2001.
2. **SERVICES AND CHARGES:**

Service/Product Code	Description of Services	Price Type (unit, variable, lump)	Charges
<u>A405</u>	Duplicate CD-ROM: (optional)		\$25.00/each
<u>A406</u>	Duplicate CD-ROM (post-production)		\$ 30.00/each
<u>A410</u>	CD-R Coded Data Pages ( 3211 line data )	Lump	
	0 - 250,000		\$0.0100/each
	250,001 - 500,000		\$0.0080/each
	500,001 - and over		\$0.0050/each
<u>A536</u>	FTP 501MB - 1GB monthly fee		\$250.00
<u>A417</u>	Programming Changes		\$ 75.00/hour
	Programming / Development / installation / Training / one time Fee	One time charge	\$10,500.00
<u>A420</u>	Data Merging if required (optional)		\$ 50.00/each
<u>A418</u>	Form Overlays if required (optional)		\$ 300.00/each
<u>A220</u>	Pick-up and Delivery		\$ 10.00/each
	Minimum Monthly Charge (minimum charge is applicable only in months where processing occurs)		\$ 400.00
	The cost of the Inbox, communication equipment, data line and network support fee will be a recurring monthly fee		\$1,200.00
	<u>*Any service not quoted will be negotiated upon need</u>		

ACCEPTED AND AGREED:

ANACOMP, INC.

By:

Name:

Bryan Braun

Title:

VP Sales

Date:

12-10-00

FAHNESTOCK & COMPANY (CUSTOMER)

By:

Name:

Robert Longworth

Title:

Technology Officer

Date:

12-4-00



ANACOMP

~~CD-ROM SERVICES SCHEDULE~~  
**TO MASTER AGREEMENT FOR DOCUMENT SERVICES**  
 Data Imaging Services

W 10/29/02

This CD-ROM Services Schedule ("Schedule") to Master Agreement for Document Services dated December 4, 2000 ("Agreement") is entered into by and between Anacomp, Inc. ("Anacomp") and Fahnstock & Company ("Customer"). This Schedule incorporates the terms and conditions of the Agreement. Any terms used below which are defined in the Agreement shall have their respective meanings set forth in the Agreement. The parties agree that in the event of a conflict between the Agreement and this Schedule, the terms and conditions in this Schedule shall prevail. All other terms and conditions shall remain the same.

1. **TERM.** The Initial Term shall be for 1 (one) year(s) beginning November 1, 2002.
2. **SERVICES AND CHARGES:** Account number 200088-2 (BUYANDHOLD)

Description of Services	Price Type (unit, variable, lump)	Charges
<p><b>Option 1 – Redundant OLP Server and Data Lines</b></p> <p>Option 1 provides for a fully redundant system. A new system DTS/OnLine Preview server will be installed at BUYANDHOLD Edison, New Jersey site.</p> <p>375 Raritan Center Parkway Edison, NJ 08837</p> <p>In addition a T1 data line between the Anacomp New York office and BUYANDHOLD Edison office will be installed. Whereas it is expected that data will only be transmitted from the existing system, both systems will have the ability to transmit data.</p> <p><i>Note:</i> cost will be spread through the length of the contract and added to the recurring cost of the data line below.</p> <p>Recurring Data Line Monthly Costs (Includes Tax and management fee):</p> <p>Fahnstock &amp; Company (BUYANDHOLD) Group will need to provide space for a DTS server with monitor, keyboard, and mouse close enough to connect with the Fahnstock &amp; Company (BUYANDHOLD) Group network. Space must also be provided for the Cisco router.</p> <p>Fahnstock &amp; Company (BUYANDHOLD) Group will also provide two analog lines for modems to be used for dial-in support by Anacomp as required. These analog lines should be in close proximity of the DTS server and router for connectivity to their respective modem. These analog lines can also be shared with Fahnstock &amp; Company (BUYANDHOLD) Group, if Fahnstock &amp; Company (BUYANDHOLD) Group is willing to connect them upon request.</p> <p>* Any service not quoted will be negotiated upon need</p>		<p>One Time Costs: Hardware:\$14,900.00</p> <p>Month-to-month \$1,115.00</p>



3. **DATA TRANSMISSION.** In the event Anacomp agrees to provide to Customer data transmission services utilizing certain equipment installed at Customer's site ("DTS"), Customer agrees to pay the data transmission charges set forth above. Customer is responsible for ensuring that the physical environment, including necessary hardware and/or software, is suitable for installation and operation of the DTS. Anacomp agrees to provide Customer with reasonable technical support for the DTS. Customer acknowledges and agrees that Anacomp owns all right, title and interest in and to the DTS, including any changes thereto. Customer assumes the entire risk of loss to the DTS through use, operation or otherwise until the DTS is returned to Anacomp, and Customer shall return the DTS in the same good condition and repair as when received, ordinary wear and tear excepted.

**PRE-PRODUCTION FEES, INCLUDING, BUT NOT LIMITED TO, PROGRAMMING AND JOB SET-UP CHARGES,  
SHALL BE DUE AND PAYABLE WHEN SERVICES ARE RENDERED.**

ACCEPTED AND AGREED:

ANACOMP, INC.

By: William G. Pfeiffer  
Name: William G. Pfeiffer  
Title: SVP North American Sales  
Date: 10/29/02

("CUSTOMER")

By: Fahnestock  
Name: PGBT Lowrance  
Title: Facilities Officer  
Date: 10/4/02